

State: District of Columbia **Filing Company:** AmGUARD Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess
Product Name: Commerical Umbrella
Project Name/Number: /

Filing at a Glance

Company: AmGUARD Insurance Company
Product Name: Commerical Umbrella
State: District of Columbia
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0020 Commercial Umbrella and Excess
Filing Type: Form
Date Submitted: 02/14/2020
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SERFF Status: Submitted to State
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Effective Date 05/01/2020
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Author(s): Tessa Medeiros, Bill Orasin, Kevin Kratzer
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

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General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/14/2020
State Status Changed: Deemer Date:
Created By: Kevin Kratzer Submitted By: Kevin Kratzer
Corresponding Filing Tracking Number:

Filing Description:

On behalf of AmGUARD Insurance Company, we are submitting three new endorsements to be used with our Commercial Umbrella product.

Company and Contact

Filing Contact Information

Kevin Kratzer, State Filings Representative kevin.kratzer@guard.com
39 Public Square 570-825-9900 [Phone] 4041 [Ext]
PO Box A-H
Wilkes-Barre, PA 18703

Filing Company Information

AmGUARD Insurance Company	CoCode: 42390	State of Domicile:
39 Public Square	Group Code: 31	Pennsylvania
PO Box A-H	Group Name: Berkshire Hathaway	Company Type: Property and
Wilkes-Barre, PA 18703-0020	Group	Casualty
(800) 673-2465 ext. [Phone]	FEIN Number: 23-2240321	State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	Filing Company:	AmGUARD Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0020 Commercial Umbrella and Excess		
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		"Assault" and/or "Battery" - Exclusion	CU 99 24	01 20	END	New			CU 99 24 01 20 - Assault and Battery - Exclusion.pdf
2		"Assault" and/or "Battery" - Limited	CU 99 25	01 20	END	New			CU 99 25 01 20 - Assault and Battery - Limited.pdf
3		"Exemplary, Punitive and Statutory Damages" - Exclusion	CU 99 27	01 20	END	New			CU 99 27 01 20 - Exemplary, Punitive and Statutory Damages Exclusion.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“ASSAULT” AND/OR “BATTERY” – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Section I – Coverages is amended as follows:

A. This policy does not apply to “injury”, “bodily injury”, “property damage”, or “personal and advertising injury” arising from:

1. “Assault” and/or “Battery” committed by:
 - a. Any insured;
 - b. Any employee/“employee” of any insured; or
 - c. Any other person; or
2. The failure to suppress or prevent “Assault” and/or “Battery” by any person in 1. above; or
3. The failure to provide an environment safe from “Assault” and/or “Battery”; or
4. The failure to warn of the dangers of the environment which could contribute to “Assault” and/or “Battery”; or
5. The selling, serving or furnishing of alcoholic beverages which results in an “Assault” and/or “Battery”; or
6. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs 1. and 2. above.

We will have no duty to defend any suit/“suit” against you seeking damages/“damages” on account of any such injury.

Section V – Definitions is amended as follows:

B. Definitions

1. “Assault” means:

- a. an intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact; or
- b. an attempt to commit a “Battery”.

2. “Battery” means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation, or any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.

3. “Damages” means a monetary judgement, award, or settlement, including damages for death, which are payable because of injury to which this insurance applies. However, damages do not include criminal restitution.

4. “Injury” means damages because of “bodily injury” and “property damage” including damages for care, loss of services or loss of support.

C. This endorsement shall not be construed to affect any coverages provided via the Employment-Related Practices Liability Endorsement, if attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“ASSAULT” AND/OR “BATTERY” – LIMITED

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

ASSAULT AND/OR BATTERY LIABILITY	EACH “EVENT”	\$
	AGGREGATE	\$

Section I – Coverages is amended as follows:

A. Except as provided in Paragraph **B.** of this endorsement, this policy does not apply to “injury”, “bodily injury”, “property damage”, or “personal and advertising injury” arising from:

1. “Assault” and/or “Battery” committed by:
 - a. Any insured;
 - b. Any employee/“employee” of any insured; or
 - c. Any other person; or
2. The failure to suppress or prevent “Assault” and/or “Battery” by any person in 1. above; or
3. The failure to provide an environment safe from “Assault” and/or “Battery”; or
4. The failure to warn of the dangers of the environment which could contribute to “Assault” and/or “Battery”; or
5. The selling, serving or furnishing of alcoholic beverages which results in an “Assault” and/or “Battery”; or
6. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraphs 1. and 2. above.

We will have no duty to defend any suit/“suit” against you seeking damages/“damages” on account of any such injury.

B. The following is added to Paragraph 1. **Insuring Agreement:**

“Assault” And/Or “Battery” – Limited Coverage - Insuring agreement

We agree to afford coverage with respect to “Assault” and /or “Battery” Liability only as indicated in this endorsement at the liability limits shown in the schedule above subject to the provisions below.

1. “Assault” And/Or “Battery” Liability

We will pay on your behalf all sums which you shall become legally obligated to pay as “damages” because of “injury”, “bodily injury”, “property damage” or “personal and advertising injury” to any person arising out of “Assault” and/or “Battery” that takes place during the policy period.

2. For the purposes of the coverage provided by this endorsement the following exclusions are added:

EXCLUSIONS

This coverage does not apply to:

- a. Liability of others assumed by you under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;
- b. “Assault” and/or “Battery” to:
 - (1) Any of your “employees” arising out of and in the course of:
 - (a) Employment by you;
 - (b) Performing duties related to the conduct of your business; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury;
- c. Any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company or business other than that of the Named Insured; or
 - d. Any claim for punitive or exemplary damages.
3. For the purposes of the coverage provided by this endorsement, the following is added to paragraph 1.b.(1) of **Section II – Who Is An Insured**:
- (c) “Assault” and/or “Battery”
- (1) To you, to your partners or members (if you are a partnership or joint venture, to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (2) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph (c)(1) above;
 - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (c)(1) or (2) above; or
 - (4) Arising out of his or her providing or failing to provide professional health care services.

4. Limits of Liability

Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of liability stated in this endorsement as applicable to each “Event” is the most we will pay for all “damages” arising out of “injury”, “bodily injury”, “property damage”, or “personal and advertising injury” because of “assault” and/or “battery”, regardless of the number of in-

sureds, persons injured, claims made or suits brought or persons or organizations making claims or bringing suits. The limit of liability stated above as Aggregate, subject to the above provisions regarding each “Event”, is the total limit of our liability under this coverage for all “damages” in any policy period.

5. Definitions

a. “Assault” means:

- (1) an intentional or unintentional act, including but not limited to sexual abuse, sexual assault, intimidation, sexual harassment, verbal abuse, and any threatened harmful or offensive contact between two or more persons creating an apprehension in another of immediate harmful or offensive contact; or
- (2) an attempt to commit a “Battery”.

b. “Battery” means an intentional or unintentional act, including but not limited to sexual abuse, sexual battery, sexual molestation, or any actual harmful or offensive contact between two or more persons which brings about harmful or offensive contact to another or anything connected to another.

c. “Damages” means a monetary judgement, award, or settlement, including damages for death, which are payable because of injury to which this insurance applies. However, damages do not include criminal restitution.

d. “Injury” means damages because of “bodily injury” and “property damage” including damages for care, loss of services or loss of support.

e. “Event” means an act or series of acts based on or arising out of the same assault and/or battery.

6. Other Insurance

If there is other valid and collectible insurance available to you for “damages” covered under this endorsement, this insurance is excess over such other insurance.

- C. This endorsement shall not be construed to affect any coverages provided via the Employment-Related Practices Liability Endorsement, if attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXEMPLARY, PUNITIVE, AND STATUTORY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

Exemplary, Punitive, And Statutory Damages

This policy does not cover any:

- (1) Exemplary or Punitive damages;
- (2) Statutory damages (such as multiplied damages, costs, expenses, or attorney's fees);
- (3) Fines, fees or penalties;
- (4) Any multiplier damages (i.e. treble); or
- (5) Any attorney's fees awarded or taxed against an insured.

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Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	Forms conform to requirements
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Copy of Trust Agreement
Comments:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Expedited SERFF Filing Transmittal Form
Comments:	N/A
Attachment(s):	
Item Status:	
Status Date:	